

**Blanket Purchase Agreement  
DoD Enterprise Software Agreement (ESA)**

In the spirit of the Federal Acquisition Streamlining Act, the Department of Defense (DoD) and Bay State Computers, Inc. enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Service Administration (GSA) Federal Supply Schedule Contract GS-35F-4633G.

Federal Supply Schedule Contract Blanket Purchase Agreements (BPA) reduce contracting and open market costs such as: search for sources, the development of technical documents, solicitations, and the evaluation of bids and offers.

This BPA will further decrease costs, reduce paperwork, and save time by eliminating the need for repetitive, individual purchases from the schedule contract. The end result is to create a purchasing mechanism for the Government that works better and costs less.

The Enterprise Software Initiative (ESI) is a joint DoD project to develop and implement a DoD enterprise process. This BPA is issued in the spirit of the policy and guidelines provided in the Defense Federal Acquisition Regulation Supplement (DFARS) Section 208.74.

Attachments to this agreement are:

- Attachment A – BPA Terms
- Attachment B– Product and Price List
- Attachment C – License Agreement
- Attachment D – Report of Sales Format
- Attachment E – Fees and Payments

**A. TERMS AND CONDITIONS**

1. Pursuant to General Services Administration (GSA) Federal Supply Services (FSS) Contract Number GS-35F-4633G, Bay State Computers, Inc. agrees to the following terms of a Blanket Purchase Agreement (BPA) with the (enter contracting office name). All orders placed against this BPA are subject to the terms and conditions of the FSS Contract. The items on this BPA are set forth in Attachment A. License terms and conditions applicable to products acquired under this BPA are defined in the Telelogic License Agreement included as Attachment B. The Order of Precedence for resolving any inconsistency between the Commercial License and the GSA contract terms shall be as specified in the GSA contract's Commercial Item clause, FAR 52.212-4, and the provisions of FAR 52.212-4 specified in FAR 12.302, as required by Federal law, shall prevail over any terms of the commercial license.

2. **Extent of Obligation.** The Government is obligated only to the extent of authorized purchases actually made under this BPA. There is no minimum order guarantee.

3. **Funds Obligation.** The BPA does not obligate any funds. Funds will be obligated on each delivery order.

4. **BPA Term.** The BPA expires on 28 June 2007. This expiration is contingent upon the Contractor maintaining or renewing a GSA FSS Schedule. The BPA will be reviewed annually to ensure that it still represents a “best value”.

5. **Pricing Terms.** See Attachment A for BPA unit prices. The unit prices for this BPA shall be based on the GSA Schedule in effect at time of order issuance. Discounts, as summarized in the following paragraph, have been applied to the current GSA prices to derive the BPA prices shown in Attachment A. BPA prices shall not increase during the life of the BPA except in the event of approved GSA price changes in accordance with the GSA Economic Price Adjustment clause. If the underlying GSA Schedule price is adjusted, the same discount relationship (percentage of discount off GSA Schedule price) shall be maintained during the term of this BPA. Spot discounting is encouraged. The prices will be reviewed annually, or as required, to determine whether a reduction is appropriate in accordance with the price reduction provisions of the agreement. A 2.0% Acquisition, Contracting and Technical (ACT) Fee shall be included in the prices. The contractor shall be responsible for the payment of all fees that are included in the product pricing (i.e. GSA IFF, ACT), as calculated on the customer orders, in accordance with Attachment D.

6. **Discount Terms and Conditions.** The BPA unit price includes discounts from GSA Schedule prices as shown below. See Attachment A for applicable BPA prices.

Product Category	Volume Discounts off GSA			Range of Discount
	Qty 1 to 49	Qty 50 to 99	Qty 100+	
License/Maintenance	1.84%	4.39%	6.94%	1.84% - 6.94%
Maintenance Renewal	0.05%	1.07%	2.09%	0.05% - 2.09%
Training/Consulting	0.05%	N/A	N/A	0.05%

7. **Out-Year Prices.** Discount levels are achieved by quantity only and are not governed by agreement year. The unit prices on Attachment A are not subject to upward adjustment during the term of the BPA unless the underlying GSA Schedule prices are modified pursuant to the Economic Price Adjustment Clause.

#### 8. **Price Reduction.**

8.1 **Most Favored Customer Prices.** The prices under this BPA shall be at least as low as the prices that Bay State Computers, Inc. has under any other contract instrument under like terms and conditions. If at any time the prices under any other contract instrument become lower than the prices in this BPA, this BPA will be modified to include the lower prices.

8.2 **SmartBUY Transition.** OMB has recently announced the SmartBUY initiative to maximize cost savings and achieve best quality when acquiring software. The General Services Administration (GSA) is the designated Executive Agent for SmartBUY. The initiative will establish software enterprise licensing on a government-wide basis. If during the term of this ESA, Telelogic and its resellers enter into a government-wide agreement with the GSA under the SmartBUY Initiative, which includes pricing for the specific products or services under similar terms and conditions as those licensed by the DoD, neither Telelogic nor its resellers will preclude the DoD from licensing products or purchasing services under a SmartBUY agreement.

9. **License Agreement.** Software licenses purchased under this BPA are perpetual software licenses subject to the provision of Telelogic's End User License Agreement (EULA) shown in Attachment B to this BPA and the terms of the GSA Schedule SIN 132-33. Notwithstanding any provision to the contrary, licenses that are current on maintenance are transferable within the authorized users as stated in paragraph B.2 herein. The transferring licensee must provide written notice as soon as possible and complete a license transfer form, which provides a description of the license(s) to be transferred, where the license(s) currently reside, and where they are being transferred. The license transfer form can be obtained by contacting the Order and Licensing Department of Telelogic (see [www.telelogic.com](http://www.telelogic.com) for contract information).

Any delivery order issued by DoD hereunder will serve as proof of purchase. Upon validation of delivery order and receipt of software, end user customers will be provided an electronic version of the license agreement, as well as one (1) hard copy (per order) of documentation and media. Such delivery and receipt shall be the end user customer's proof of license. Other acceptable formats for proof of license shall include receipt of original software licenses from Telelogic, certificates of authenticity or purchase invoices.

In addition to the above, Bay State will track all orders delivered under the BPA and will cause such information to be available via a www internet link (such address to be provided upon execution of the BPA). Bay State will also deliver monthly sales activities reports to the appropriate Government personnel in such form as may be agreed.

9.1 **Functionality Replacement and Extended Support.** If the form, fit, or functionality contained in any licensed products acquired hereunder is substantially reduced or if the product is replaced, and/or (the contractor), provides this same or substantially similar functionality as a separate or renamed product, then the DoD is entitled to license such software at no additional licenses or maintenance fees. However, throughout the term of this agreement, the contractor will provide support services for a period of one year.

9.2 **Rights of Survivorship of the Agreement.** This Agreement shall survive unto Telelogic, its Successor, rights and assigns. The software and agreement terms and conditions as covered under this agreement shall survive this agreement notwithstanding the acquisition or merger of Telelogic by or with another entity. Any software name changes, re-packing or merger of similar products that carry forward the same or similar function of the software shall be supported with updates, upgrades and new releases under this agreement at no additional cost.

10. **Media.** License prices include one (1) copy of the media and documentation per each order. Documentation describes how to use the software and may be copied for internal use only by the licensee. All trademark and proprietary marks must remain on the copies. Telelogic uses all reasonable commercial efforts to mail its media (software CDs) and documentation within (5) days of receipt of order from the reseller. When a customer purchases software licenses, Telelogic's Order and Licensing Department uses all reasonable commercial efforts to cut license keys within 72 hours of receipt of an order from the reseller. License keys will be emailed directly to the customer. Upon receipt of the license key, the customer shall install the software, or may make other arrangements to have reseller and/or Telelogic assist with the installation for an additional fee.

Licensed copy of media and documentation will be provided directly from Telelogic. Bay State will make any reasonable effort to facilitate the expeditious delivery of media to the end user and to assist in the integration of the software.

## 11. Support and Maintenance.

**11.1. Standard Support and Maintenance.** The software products acquired under this BPA include one year of standard support and maintenance as detailed in Telelogic's Standard Support and Maintenance Terms and Conditions included as Attachment C. The initial one (1) year term of maintenance support is mandatory and included in the price of the license. Maintenance begins on the date of delivery of the software and covers a one (1) year period. Customers may purchase maintenance support renewal for the successive one (1) year period at the end of the initial term and at the end of the subsequent annual renewal period. Section 2.1 of Attachment C specifically set forth standard hours for support services and also references Appendix 1, which includes the hours, phone and email information to Telelogic's various support centers. Section 2.2 describes the standard support package, which includes updates, bug corrections, extensions and other changes made by Telelogic to the standard software, which may include upgrades or enhancements of the software.

Please note that if the customer decides not to renew maintenance but then wishes to reinstate maintenance at a later time, customer shall pay a reinstatement fee in accordance with the following schedule:

A reinstatement fee is determined by the length of time the software was without a contract as shown below:

- 0 -1 year – Reinstatement fee is 20% of new license fee + new 12 month maintenance fee
- 1 – 2 years – Reinstatement fee is 40% of new license fee + new 12 month maintenance fee
- 2 – 3 years – Reinstatement fee is 60% of new license fee + new 12 month maintenance fee
- 3 years or more – Reinstatement fee is 90% of new license fee + new 12 month maintenance fee

**11.2. Updates/Upgrades.** While maintenance grants customers the right to upgrades and updates, customers must request such upgrades or updates. Updates are available for download from the web. Customers can obtain notification regarding updates/upgrades by logging onto the Telelogic website ([www.telelogic.com](http://www.telelogic.com)). Customers are encouraged to subscribe to the free Telelogic publications, which provide notice of such updates/upgrades. To receive the updates/upgrades, customers can e-mail their request to [www.license.us@telelogic.com](mailto:www.license.us@telelogic.com).

Bay State will also track all purchases under the BPA and will notify the appropriate point(s) of contact or end user of updates/upgrades for product purchases.

**12. Professional Services.** Professional services acquired under the BPA shall be completed in accordance with the accompanying agreed upon statement of work. Customer may review Telelogic's current offering of professional services at [www.telelogic.com](http://www.telelogic.com).

**13. On-Site Training.** Training courses acquired under the BPA shall be completed in accordance with the accompanying agreed upon schedule, location and statement of work for customized training. Customer may review Telelogic's current offering at [www.telelogic.com](http://www.telelogic.com).

**14. Technology Improvement.** The Government may solicit and the BPA holder is encouraged to propose independently, technology improvements to the BPA. Proposals shall be submitted by the BPA holder and include a description of the products and/or services, an electronic copy of the pricing tables, technical literature that describes the products and/or services, and evidence of inclusion on GSA schedule. Discounts shall be at the same or greater discount level as the original BPA product prices.

**15. Substitution and Technology Refreshment.** If at any time during the life of this BPA, the original manufacturer of the equipment (includes software, hardware and firmware) schedules the products for discontinuation, improvement and/or replacement, the BPA holder shall provide a proposal to include the new or revised products on the BPA under the appropriate line items. Proposed prices for new or revised products shall be constructed in accordance with paragraph 8 of this BPA for most favored prices. Discounts shall be at the same or greater discount level as the original BPA product prices. Proposals shall be submitted to the Contracting Officer within seven (7) days of the BPA holder's awareness of the OEM's intent. Improvement of product includes new releases, updates, upgrades including additional features and functionality, and successor or upgrade products.

## **B. AUTHORIZED USERS AND POINTS OF CONTACT**

**1. Authorized Users.** The BPA is open for ordering by all Department of Defense (DoD) Components. For the purposes of this agreement, a DoD component is defined as: the Office of the Secretary of Defense (OSD), the Military Departments, the Chairman of the Joint Chiefs of Staff, the Combatant Commands, the Inspector General of the Department of Defense (DoD IG), the Defense Agencies, the DoD Field Activities, the U. S. Coast Guard, NATO, the Intelligence Community and FMS with a Letter of Authorization. This BPA is also open to DoD Contractors authorized to order in accordance with the FAR Part 51.

This has been designated as a DoD ESI and GSA SmartBUY Contract and is open for ordering by all United States Federal Agencies, Department of Defense (DoD) Components, and authorized contractors.) This BPA is also open to DoD Contractors authorized to order in accordance with the FAR Part 51.

### **2. BPA Points of Contact:**

#### **a. Contracting Office:**

Point of Contact:

Naval Inventory Control Point  
Code 0272.14, Building 407  
5450 Carlisle Pike  
Mechanicsburg, PA 17055-0788

POC: Valerie Kolaric  
Phone: (717) 605-5325  
Fax: (717) 605-4600  
Email: [Valerie.Kolaric@navy.mil](mailto:Valerie.Kolaric@navy.mil)

Procuring Contracting Officer (PCO):

Naval Inventory Control Point  
Code 0272, Building 407  
5450 Carlisle Pike  
Mechanicsburg, PA 17055-0788

PCO: Rod Klinger  
Phone: (717) 605-3824  
Fax: (717) 605-4600  
Email: [Rodney.Klinger@navy.mil](mailto:Rodney.Klinger@navy.mil)

#### **b. Software Product Manager (SPM):**

Software Product Manager (SPM):

DON IT Umbrella Program Management Office  
SPAWAR Systems Center San Diego  
Code 2829  
53560 Hull Street  
San Diego, CA 92152-5001

SPM: Peggy Harpe  
Phone: (619) 524-9701

or Alternate Point of Contact:

DON IT Umbrella Program Management Office  
SPAWAR Systems Center San Diego  
Code 2829  
53560 Hull Street  
San Diego, CA 92152-5001

POC: Linda Greenwade  
Phone: (619) 524-9616

Fax: (619) 524-9678  
Email: [Peggy.Harpe@navy.mil](mailto:Peggy.Harpe@navy.mil)

Fax: (619) 524-9678  
Email: [Linda.Greenwade@navy.mil](mailto:Linda.Greenwade@navy.mil)

c. **Customer Point of Contact:** (To be specified on each order.)

## C. ORDERING

1. DFARS Section 208.74 directs DoD software buyers and requiring officials to check the DoD ESI website for DoD inventory or an ESA before using another method of acquisition. These steps for the buyer are summarized from the DFARS:

- a. Check the Enterprise Agreement Summary Table to determine if software rights or maintenance have already been purchased and are available from DoD inventory. If they are available, purchase the designated software from DoD inventory and reimburse the SPM.
- b. If the required software rights or maintenance are not available from inventory or from an ESA, you may use an alternate method of acquisition, subject to laws and policy.
- c. If the required software rights or maintenance are not available from inventory but are available from an ESA, you must follow the procedure in the DFARS Section 208.74.
- d. If you must obtain the software or software maintenance outside the DoD ESA, you may seek a waiver from a management official designated by your DoD Component.

This BPA will be posted to the DoD ESI website as part of the ESI program. The web site can be viewed at <http://www.esi.mil>. The Government will also post this contract to other web sites, as appropriate.

2. **Delivery Orders.** The scope of this effort is worldwide. Delivery requirements and administration will be stipulated on Delivery Orders.

**Notice to Ordering Offices:** When ordering services, ordering offices are responsible for compliance with GSA's Ordering Procedures for Services and DFARS 208.404-70.

Ordering via this BPA is decentralized. Orders are prepared by a Government Ordering Officer (a duly warranted Contracting Officer whose warrant authorizes purchases from the GSA Schedule), in accordance with the terms and conditions of this BPA and the GSA Schedule. Orders may be placed by EDI, credit card, facsimile, on an authorized form such as a Standard Form (SF) 1449 or Department of Defense (DD) Form 1155, or by logging on to the Bay State Computers, Inc. purchasing page at [www.bayst.com/contracts](http://www.bayst.com/contracts)

Ordering instructions may be found at [www.bayst.com](http://www.bayst.com). Orders shall be made through Bay State Computers, Inc. at the following address: 4601 Presidents Drive, Suite 130, Lanham, MD 20706-4365, FAX: (301) 306-9320.

3. **Users' Ordering Guide.** The Contractor shall develop a Users' Ordering Guide in coordination with the Government that will be posted to the Contractor web site and various Government sites. The Ordering Guide shall be submitted to the SPM and PCO within thirty (30) days of BPA issuance and made available on the Contractor's home page upon written approval. This guide shall be continuously updated as

required. The guide shall contain all information necessary for geographically dispersed activities to place orders, including, as a minimum:

- a. URL where a complete list of products available, with appropriate contract line item numbers (CLINs) and associated prices can be found
- b. Government and Contractor Points of Contact
- c. Description of the ordering process
- d. Program Terms and Conditions
- e. License Terms and Conditions
- f. Information necessary to complete a DD350 (such as CAGE, DUNS, TIN, Business Size, etc.)
- g. Range of discounts
- h. Links to DoD ESI and the Government web sites

4. **E-Commerce Site.** It is the intention of the Government to use existing and future capability of the DoD Standard Procurement System, Electronic Data Interchange (EDI) capability, Government procurement card, and vendor electronic ordering capability to create a paper-less ordering, invoicing and payment process. During the term of the BPA, the Contractor shall participate to achieve this objective.

On-line ordering can also be accomplished at <http://www.itec-direct.navy.mil>. ITEC Direct is the Navy's World Wide Web accessible shopping and order processing tool. The following requirements apply to this BPA:

- a. This BPA may be placed in the Department of the Navy's (DON) ITEC Direct system as part of the DON Information Technology Electronic Commerce (ITEC) Direct Project. If placed in ITEC Direct, the contractor shall insure that the data and information obtained through ITEC Direct is current, accurate, complete, in the standard format enabling expedient data loading and relevant to the acquisition vehicle.
- b. The Contractor shall maintain a database of prices with the required and relevant information and links to technical specifications to be accessible by ITEC Direct in a distributed database environment.
- c. The Contractor shall maintain coordinated and integrated hypertext links to ITEC Direct from their World Wide Web site(s) to the ITEC Direct site and shall insure the integrity of any data and information posted on their web sites or in the ITEC Direct web site for their acquisition vehicle. This effort may require the Contractor to adapt their practices so that electronic commerce can be conducted through ITEC Direct to the vendor.
- d. The Contractor shall provide EC/EDI capabilities and accept and respond to secure on-line orders and customer requests consistent with the terms of this acquisition vehicle.
- e. The Contractor shall adapt its business processes, at no additional cost to the government, as the DoD Virtual Information Technology Marketplace (VITM) and ITEC Direct technical requirements, environment and architecture evolve. The VITM may be reached via the web site [www.vitm.gov](http://www.vitm.gov).

This BPA may also be loaded into the electronic catalog systems of other DoD agencies.

5. **Delivery Schedule.** The contractor will be required to deliver all products within 30 days of receipt of order. More expedient delivery terms may be proposed on individual orders and are encouraged. Deliveries will be made to the address specified on the delivery orders issued against the BPA.



6. **Delivery Notice.** Unless otherwise agreed to, all deliveries ordered under this BPA must be accompanied by a delivery notice, ticket or sales slips that must contain at a minimum the following information:

- a. Name of Contractor
- b. GSA Contract Number
- c. BPA Number
- d. Product Description/Model numbers
- e. Delivery order number
- f. Date of purchase
- g. Quantity, unit price and extension of each item (unit prices need not be shown when incompatible with the use of automated systems; provided that the invoice is itemized to show the information)
- h. Date of shipment

7. **Suspension.** There may be occasions where the Government may suspend ordering (by CLIN up to and including the entire BPA.) If a suspension is announced, the Contractor shall adhere to this suspension by not accepting/processing delivery orders for the suspended item(s).

#### **D. INVOICING AND PAYMENT**

1. **Invoicing.** The requirements of a proper invoice are as specified below as required by FAR 52.212-4 in the Federal Supply Schedule contract. Full text of this clause can be found on the web at URL: <http://farsite.hill.af.mil/>. The contractor shall submit an original invoice with three copies or an electronic invoice, if authorized, to the address specified on the delivery orders issued against the BPA. An invoice must include:

- a. Name and address of the Contractor
- b. Invoice date
- c. Contract number, contract line item number and, if applicable, the order number
- d. Description, quantity, unit of measure, unit price and extended price of the items delivered
- e. Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading
- f. Terms of any prompt payment discount offered
- g. Name and address of official to whom payment is to be sent
- h. Name, title, and phone number of the person to be notified in event of defective invoice

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125. Prompt Payment Contractors are encouraged to assign an identification number to each invoice.

2. **Fast Payment Procedure.** The provisions of FAR 52.213-1 FAST PAYMENT PROCEDURE (*FEB* 1998) are incorporated in this BPA by reference and pertain to Credit Card purchases or other applicable order deliveries. Fast Payment procedures may be used when the conditions of FAR 13.402 are met and the delivery order authorizes Fast Payment. Full text of this clause can be found on the web at URL: <http://farsite.hill.af.mil/>.

3. **Precedence.** The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of the BPA and the Contractor's invoice, the provisions of the BPA will take precedence.



## **E. BPA MANAGEMENT AND OVERSIGHT**

1. The Contractor must provide centralized administration, in the form of a Program Manager, in support of all work performed under this BPA. The Program Manager, at a minimum, is required to participate in periodic program management reviews (which may require travel to a Government named site). Additional functions would include customer service, periodic program management reviews, invoicing, payment and submission of monthly and quarterly reports.

2. **Report of Sales.** Consistent with Clause C.22 of the GSA Schedule, a Report of Sales as described herein shall accompany the remittance of the ACT Fees to enable verification of the fee amounts rendered. Submission of the Report of Sales shall be submitted to the SPM and the PCO in electronic format within fifteen (15) days following the completion of the monthly reporting period, or as otherwise requested by the SPM. The report shall be submitted in the standard format shown in Attachment C. Negative reports are required. The SPM or PCO shall provide written approval of each report. At the end of each calendar quarter, the written approval provided to the contractor will be accompanied by a request to remit ACT fees. The SPM or PCO will provide copies of the Report of Sales on a quarterly basis to the DoD Components participating in fee sharing. If the BPA contains services, current ACT fee paid by Delivery Order and total ACT fees paid will be included in the report.

3. **Universal Standard Products and Services Code.** The Universal Standard Products and Services Code (UNSPSC) is a required field of the Report of Sales found in Attachment C. The UNSPSC code permits software asset management through a standard coding structure. The UNSPSC is a coding system used to classify both products and services for use throughout the global marketplace. The management and development of the UNSPSC Code is coordinated by ECCMA, the Electronic Commerce Code Management Association. The current version consists of more than 16,000 terms and is available free as a download at <http://www.unspsc.org>.

4. **Records.** The Contractor shall maintain archival copies of all orders for the life of the BPA. Copies shall be made available to the Government upon request.

5. **Program Management Reviews (PMR).** The Contractor shall participate in regular reviews of the progress of the BPA. Reviews shall be held at least twice yearly as scheduled by the Software Product Manager. During these reviews the Contractor shall report on among other things, status of BPA sales, marketing and any outstanding issues concerning the BPA. PMR agenda and presentation format shall be provided prior to each PMR. Travel expenses are the responsibility of the contractor.

6. **Sales Leakage.** The goals of the ESI Program can only be realized through cooperation between the Government and the Contractor to direct appropriate sales through the ESI vehicles. The Contractor shall ensure that all sales personnel are aware of the ESI Program and enforce the policy that this BPA is the preferred procurement vehicle for the products within. The Contractor shall also establish a process to regularly audit sales to Government buyers, determine where sales outside the ESI vehicle are occurring, and take appropriate action to direct further sales through the ESI vehicle. Results of these audits will be presented as an agenda item during PMRs.

7. **Marketing.** The Contractor shall dedicate reasonable resources to this effort and work to market and advertise this agreement. Desired actions include: advertising resultant vehicles on the contractor's Internet site and advertising the agreement at relevant trade shows, participation in DoD Component sponsored events and news media geared to Government/DoD IT people.

8. **Virtual IT Marketplace.** ESI and GSA have partnered to create the Virtual IT Marketplace (VITM). The VITM interfaces with GSA Advantage and provides ESI agreement product information to the DoD customer. The Contractor shall follow GSA procedures for electronic loading of ESI contract information to the VITM and will be responsible to ensure that the VITM data is maintained in a current status. The VITM may be accessed at <http://www.vitm.gov>.

9. **Enterprise Integration Toolkit.** The Enterprise Integration Toolkit is a program developed by the Assistant Deputy Under Secretary of Defense (L&MR) Logistics Systems Management (LSM) to assist DoD Program Managers, Contracting Officers and members of the Integrated Project Team (IPT) in the acquisition and implementation of Commercial Off The Shelf (COTS) Business Systems software.

The Toolkit provides guidance, processes and tools to define program needs and determine how to best meet these needs through an external acquisition via a three-tiered Roadmap to guide the entire life-cycle from problem definition to solution roll-out. It provides a collection of best practice tools adopted from the commercial industry, and includes more than 100 best practice templates, guides, checklists, and samples.

Because the Toolkit is not vendor specific and may be applied across a variety of COTS software package implementations, including this BPA, the Contractor, shall be familiar with the Toolkit and include as part of the Marketing effort required above, a description of the Toolkit for their customers, and a link to the Enterprise Toolkit web site at: <http://www.eitoolkit.com>.

## F. STANDARDS

1. **YEAR 2000 Compliance.** All products provided under this BPA shall be Y2K compliant as defined in FAR 39.002.

2. **JTA Compliance.** All products offered shall comply with the appropriate Publicly Available Standards (PAS) (e.g., TIA, EIA, ANSI, IEEE, ISO) and the applicable DoD information technology standards contained in the Joint Technical Architecture (JTA). More information on this standard can be found at <http://jta.disa.mil/>.

3. **Section 508 of the Rehabilitation Act Compliance.** All products provided under this BPA must meet the applicable accessibility standards at 36 CFR Part 1194 as required by FAR Case 1999-607. General information regarding the Section 508 Act can be found at the web site [www.section508.gov](http://www.section508.gov). The Contractor's Section 508 compliancy information can be found at ([enter web site](#)).

4. **Additional Clauses.** Ordering Offices should consider the requirements of DFARS and the FAR supplement of the end user component, as it applies to commercial item acquisition and use of GSA schedules, in determining what additional clauses may be required for incorporation in the delivery order issued by the Ordering Office.

The following FAR/DFARS clauses and provisions are hereby incorporated by reference with the same force and effect as if it was given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full test of a clause may be accessed electronically at these addresses:

<http://www.arnet.gov/far/>  
<http://www.farsite.hill.af.mil/>  
<http://www.acq.osd.mil/dpap/dars/dfars/index.htm>

252.204-7000 -- Disclosure of Information (Dec 1991)

252.204-7004 – Alternate A (Nov 2003) – substitute paragraph (a) of this clause for paragraph (a) of the clause at FAR 52.204-7 - Central Contractor Registration (Oct 2003)

252.209-7004 -- Subcontracting with Firms That Are Owned or Controlled by  
the Government of a Terrorist Country (Mar 1998)

252-232-7008 – Mandatory Payment by Governmentwide Commercial Purchase Card (Jul 2000)

252-232-7010 – Levies on Contract Payments (Sep 2005)

252.246-7000 -- Material Inspection and Receiving Report (Mar 2003)

252.212-7001 – Contract Terms and Conditions Required to Implement Statutes or Executive Orders  
Applicable to Defense Acquisition of Commercial Items (Mar 2006)